

# **General Policy and Rules and Regulations of TCWD**

## **CHAPTER 7: WASTEWATER FACILITIES AND SERVICE**

### **Section 7.1     Conditions for Wastewater Service.**

7.1.1   Requisition of Facilities. The District reserves the right to regulate the size, type and location of each service, or extension of the Wastewater System of the District and to determine if existing facilities are adequate to provide efficient service and an equitable supply to the consumer. Where existing Wastewater facilities are inadequate, service will be furnished only after the installation of adequate facilities as determined by the District. Such facilities are to be constructed at the sole expense of the Applicant.

### **Section 7.2     Wastewater Rate Areas.**

The District reserves the right to create, maintain, alter and dissolve Wastewater Rate Areas within the District or any other area where the District provides water or wastewater service. A "Wastewater Rate Area" is a discrete geographic portion of the District where specific sewer rates are imposed (other than the District-wide rates for such services) for reasons including, but not limited to, geography, topography, demand, land use limitations, District pressure zones, cost(s) of providing service(s), establish boundaries of service areas or other Wastewater Rate Areas. Wastewater Rate Areas shall be created, altered or dissolved by action of the Board. The District secretary shall maintain a current map or description of all Wastewater Rate Areas.

### **Section 7.3     Wastewater Facilities.**

7.3.1   Operation by District Employees. All of District's sewerage facilities, including, but not limited to, sewer pipelines, reservoirs, manholes, pumping stations, valves, connections, treatment facilities and other appurtenances and property, shall be under the management and control of the General Manager. No other persons, except authorized employees of District, shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the

foregoing or any of the District's property without the written consent of the General Manager or an authorized representative of the General Manager. In the event that an unauthorized person(s) enters upon, inspects, operates, adjusts, changes, alters, or relocates any facilities without written consent from the General Manager or an authorized representative of the General Manager then the District reserves the right to prosecute such an unauthorized person to the fullest extent of the law.

### 7.3.2 Development Conditions.

7.3.3.1 In order to provide a uniform and consistent method of regulating and guiding the design and preparation of plans for construction sewer facilities; and, of insuring proper installation of all private works involving sewer services, Design Criteria and Standard Drawings for Water and Sewer Facilities ("Design Criteria") shall be maintained by the District.

The purpose of the Design Criteria is to provide standards for the sewer improvements and private works to be dedicated to the public and accepted by the District for operation and maintenance. This is necessary in order to provide for coordinated development of required facilities to be used by the public.

It is recognized that it is not humanly possible to anticipate all situations that may arise or to prescribe standards applicable to every situation. Therefore, any items or situations not included in the Design Criteria shall be designed and/or constructed in accordance with accepted engineering practice, the State of California "Standard Specifications" and "Highway Design Manual", respective City or County design criteria as determined by locale, Standard Specifications for Public Works Construction (Green Book), and as required by the District authorized Engineer.

Proposed changes in the Design Criteria shall be presented to the General Manager for review and

consideration. If acceptable, the proposed change(s) shall be presented to the Board. If the proposed change(s) is approved by the Board, staff shall incorporate said change(s) in the originals of said Design Criteria, and shall annotate the date of said revision approval upon the documents.

Copies of the current Design Criteria shall be available at the District office and shall be available to interested parties upon request and payment of a fee. The Design Criteria is incorporated herein by this reference.

- 7.3.3.2 Developers shall be responsible for wastewater facilities constructed and dedicated to the District to the same extent as water facilities as described in Section [5.6.2] hereof.

#### 7.3.3 Dry Sewers.

Any subdivision of property which will require water and, ultimately, sewer service from the District shall be required to demonstrate that approval of the subdivision is conditioned, in part, by the construction of dry sewers pursuant to the District's standards and specifications.

#### 7.3.4 Responsibility for Maintenance of Lateral Sewer

The applicant, owner or consumer is responsible for maintenance of the lateral sewer. Any lateral sewer shall be cleared and cleaned by the applicant, owner or consumer at his own expense. Any main or trunk sewer will be repaired or reconstructed by the District at the cost of the District unless the situation necessitating such repair or reconstruction will be done at the expense of the person responsible or such abnormal use or damage.

Should a lateral sewer, installed pursuant to the request of the applicant, owner or customer, be of the wrong size or at a wrong location and not in accordance with approved plans or the District's Design Criteria, the cost of all changes required to correct the situation shall be paid by the applicant, owner or customer.

#### 7.3.5 Other Wastewater/Sewer Facilities Requirements

The District, in its discretion, may require, as determined by the District, other wastewater/sewer facilities requirements due to specific needs of location, operation, or compliance with applicable local, state and federal mandates.

### **Section 7.4     Wastewater Quality Requirements.**

#### 7.4.1 Regulations for Discharge of Wastewater

The District has previously established specific regulations for the discharge of wastewater to facilities of the Trabuco Canyon Water District. Ordinance No. 92-16 was adopted by the Board of the District on February 19, 1992. The provisions of that Ordinance, and all attachments and exhibits thereto, are incorporated within these rules and regulations by this reference. To the extent that the District amends, supplements, revises or readopts the regulations for the discharge of wastewater to the facilities of the Trabuco Canyon Water District, such amendments, changes or reauthorization of such regulations shall become effective as to these regulations upon adoption by the Board. Copies of Ordinance No. 92-16 are available to members of the public upon request therefore and payment of a fee.

#### 7.4.2 Quality of Sewage

No permit shall be issued for the discharge of any of the following substances into any sewage District facility and no person shall discharge from it or cause to be discharged into any District sewage facility any of the following described substances:

- a. Any gasoline, benzene, naptha, fuel oil, or other flammable or explosive liquid, solid or gas.
- b. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or other solid or viscous substances capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewerage works.

- c. Any waters or wastes containing toxic or poisonous solids, liquids, or bases, in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.
- d. Any noxious or malodorous gas or substances capable of creating a public nuisance.
- e. Any waters or wastes having a temperature higher than 85 degrees Fahrenheit.
- f. Any waters or wastes containing more than 0.5 parts per million of dissolved sulfides.
- g. Any waters or wastes having a PH lower than 6.5 or higher than 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the District.
- h. Any waters or water containing more than two hundred parts per million, by weight, of fat, oil or grease.
- i. Any garbage which is not adequately shredded by an electrical garbage disposal unit.
- j. Any suspended solids of such character and quantity that unusual attention or expense is required to handle such materials in trunk sewers or at the sewage treatment plant.
- k. Any wastes containing compounds which are not removable by District's facilities for reclaimable sewage consistent with the requirements established from time to time by the California Regional Water Quality Control Board - San Diego Region, South Orange County Wastewater Authority, or any other State or Federal agency which may establish discharge requirements for District.
- l. From any restaurant of food preparation established unless a District-approved grease trap is provided.

#### 7.4.3 Special Quality or Quantity Sewerage Agreements

The Manager may require Special Quantity Agreements in those instances where a proposed discharge may have a deleterious effect or cause an additional load upon any works, processes, or equipment of the District or the receiving waters, or if such discharge, either individually or in conjunction with other discharges either presently or in the future, may either interfere with the accomplishment of the Plan, create a hazard or a public nuisance, or increase the cost of meeting applicable discharge requirements, or preclude the District from meeting its discharge requirements or any other applicable State or Federal requirements. In the alternative, the Manager may:

- a. Reject the wastes and shut off water supply ten (10) days after written notice and hearing by the Board of Directors;
- b. Require pretreatment to a acceptable condition for discharge to the public sewers;
- c. Require control over the quantities and rates of discharge; and/or
- d. Require payment to cover the added cost of handling and treating the wastes not covered by existing sewer connection charge. If the Manager permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be reviewed and approved by the Manager.

### **Section 7.5     Wastewater / Sewer Rates.**

#### 7.5.1 Sewer Rates

The District shall establish from time to time retail charges to its customers for use of the District's sewer collection, treatment, and disposal system. The District may establish different rates for various classes of residential, commercial, industrial or other uses. The District may establish special rates for public agencies, improvement districts, service areas or other consumers from time to time, should the Board of

Directors determine upon considering all of the circumstances, that special rates would be just and equitable to all the residents, taxpayers and consumers within the District.

#### 7.5.2 Collection of Sewer Rates

The collection of sewer rates shall be as defined in Chapter 6, Customer Service; Billings; Service Termination.

### **Section 7.6     Purchase and Allocation of Wastewater Capacity.**

The purchase and allocation of wastewater capacity shall be as defined in Chapter 5, Development Conditions and Facilities.

#### 7.6.1 Requirement for In-Tract Reallocation of Sewer Capacity

The provisions of this Section 7.4.2 shall not be applicable, or available, to property which the District has executed a final tract map, or equivalent developmental approval.

#### 7.6.2 Reallocation Between Like Ownerships.

In the event that a Landowner shall, following the allocation by the Trabuco Canyon Water District ("District") of sewer capacity of specified amounts to designated tracts or lots within the boundaries of the District, request a reallocation of such sewer capacity, the following procedure shall be used:

Any reallocation of sewer shall be completely within the discretion of the District.

Prior to any written agreement or the issuance of a new "Will-Serve" or "Conditional Will-Serve" Letter by the District the Landowner shall comply with such conditions or restrictions as are required by the District.

##### a. Definitions.

1. The term "Landowner" as used in this section shall mean a person, partnership, corporation, other legal entity or any combination of the foregoing which, singularly or jointly, hold(s) the title of the original Property and/or the Receiving Property.

2. The term "Original Property" as used in this section shall mean those tract(s) and/or lot(s) from which sewer capacity is to be taken.
  3. The term "Receiving Property" as used in this section shall mean those tract(s) and/or lot(s) to which the subject sewer capacity is to be reallocated.
  4. The term "Same Ownership" or "Same Owner" as used in this section shall mean that the Original Property and Receiving Property shall be owned by the same Landowner. If the Landowner is a combination of persons and/or entities, then the ownership of the original Property and Receiving Property must be identical, both in terms of manner and form of ownership and percentage of ownership.
- b. Request for Reallocation of Sewer Capacity.

Any application for reallocation of sewer capacity ("Application") between Original Property and Receiving Property of the Same Owner shall be made in writing to the District and executed by the Landowner or authorized representatives of the Landowner. Such Application shall be submitted in conformance with the then-existing rules and regulations of the District. Such Application shall include:

1. The name and address of the Landowner and/or the Landowner's authorized representatives;
2. An identification of the Original Property, including a map and legal description and the amount of capacity to be reallocated. A current title report in a form acceptable to District showing the description, ownership and encumbrances on the original Property shall accompany the Application;
3. An identification of the Receiving Property, including a map and legal description and the amount of capacity to be reallocated. A current title report in a form acceptable to District showing the description, ownership and encumbrances on the Receiving Property shall accompany the



Application;

4. A statement that the Original Property and Receiving Property are held by the Same Owner.
- c. Agreement with District.

Prior to approval by the District of such reallocation, or issuance of a "Will-Serve" or "Conditional Will-Serve" Letter for the Receiving Property, the Landowner and District shall enter into a written agreement regarding the terms of such reallocation. Such agreement shall include:

1. A statement that the Landowner has requested the reallocation, which statement shall include:
  - a. A legal description and identification of the owners and encumbrances of the Original Property;
  - b. A legal description and identification of the owners and encumbrances of the Receiving Property;
  - c. That the "Will-Serve" or "Conditional Will-Serve" Letter(s) for the original Property shall be revoked and of no further force and effect due to such reallocation;
2. A statement that the Landowner shall pay for all of the District's reasonable attorneys fees, engineering fees, administrative costs and other costs related to the reallocation;
3. A statement that the Landowner agrees to indemnify the District for any and all liability, damages or costs which result from District's approval of the reallocation of the sewer capacity, including, but not limited to, failure of subsequent purchasers to receive notice of said reallocation, and claims by lienholders for devaluation of the Original Property as a result of the reallocation;
4. A statement that the agreement shall be recorded in the Office of the Recorder of the County of Orange;

5. Attached to the agreement shall be subordination agreements in recordable form executed by all encumbrances on the Original Property;
  6. Attached to the agreement shall be maps and legal descriptions of the Original Property and the Receiving Property.
- d. "Will-Serve" Letters.

Following the completion of the written agreement the District may authorize the reallocation.

The District may, in its complete discretion, then issue a "Will-Serve" or "Conditional Will-Serve" Letter, as appropriate, to the Landowner regarding the Receiving Property. This "Will-Serve" Letter may be issued subject to whatever terms and conditions are deemed appropriate by the District.

#### 7.6.3 Request For Reallocation of Sewer Capacity in Different Ownerships.

In the event that a landowner shall, following allocation by the District of sewer capacity of specified amounts to designated parcels within the boundaries of the District, request a reallocation of such sewer capacity to different property owned by a different landowner, the following procedure shall be used:

Any reallocation of sewer capacity pursuant to this section shall be completely within the discretion of the District.

- a. Definitions.
1. The term "Granting Landowner" as used in this section shall mean a person, partnership, corporation, or other legal entity, or any combination of the foregoing, which, singularly or jointly, holds title to the original property.
  2. The term "Receiving Landowner" as used in this section shall mean a person, partnership, corporation, other legal entity or any combination of the foregoing which, singularly or jointly, holds

title to the receiving property, and which Receiving Landowner is different than the Granting Landowner.

3. The term "Original Property" as used in this section shall mean those parcels, which are owned by the Granting Landowner within the jurisdiction of the District from which sewer capacity is to be taken.
4. The term "Receiving Property" as used in this section shall mean those parcels, owned by the Receiving Landowner and within the jurisdiction of the District to which the subject sewer capacity is to be reallocated.

b. Procedure.

1. Request for Reallocation of Sewer Capacity. Any application for reallocation of sewer capacity ("Application") from the Original Property to the Receiving Property shall be as follows:
  - a. In the event that the District adopts a form, or forms, for such Application for reallocation of sewer capacity use of such form or forms shall be considered mandatory;
  - b. The Application shall be made in writing to the District and shall be executed by the Granting Landowner and the Receiving Landowner or authorized representatives of the Granting Landowner and the Receiving Landowner;
  - c. The Application shall be submitted in conformance with the then existing rules and regulations of the District.
  - d. The Application shall include the name and address of the Granting Landowner and/or the Granting Landowner's authorized representative;
  - e. The Application shall include the name and address of the Receiving Landowner and/or the Receiving Landowner's authorized

representative;

- f. The Application shall include an identification of the Original Property, including a map and legal description and the amount of capacity to be reallocated. A current title report in a form acceptable to the District showing the description, ownership and encumbrances on the Original Property shall accompany the Application;
  - g. The Application shall include an identification of the Receiving Property, including a map and legal description and the amount of capacity to be reallocated. A current title report in a form acceptable to the District showing the description, ownership and encumbrances on the Receiving Property shall accompany the Application;
  - h. The Application shall include a statement that the reallocation of sewer capacity involves no transfer of consideration between the Granting Landowner and the Receiving Landowner.
2. District Consideration of the Application. The District shall, in its complete discretion, consider the submitted Application and shall consult with its legal counsel and engineer prior to entering into any agreement for reallocation of sewer capacity.
3. Agreement with District. Prior to any approval by the District of such request for reallocation, the Granting Landowner, the Receiving Landowner and the District shall enter into a written agreement regarding the terms of such reallocation. Such agreement shall include:
- a. A statement that the Granting Landowner and Receiving Landowner have requested the reallocation, which statement shall include:
    - 1. A legal description of the original property and identification of the owners and encumbrances of the

original Property;

2. A legal description of the receiving property and identification of the owners and encumbrances of the Receiving Property;
- b. The agreement shall specify the date on which the reallocation will occur. The agreement shall include language to the effect that to effectuate the reallocation of the specified sewer capacity the Granting Landowner shall return the subject sewer capacity to the District and the District shall then reallocate such sewer capacity to the Receiving Property;
  - c. The agreement shall specifically provide that any and all sewer capacity remaining allocated the Original Property shall be allocated to specific lots, tracts and parcels within the original Property, and shall include such allocation. Such specific allocation of the remaining capacity may not be altered without the express prior written consent of the District;
  - d. A written certification, executed by the Granting Landowner and the Receiving Landowner that there is no consideration involved with the reallocation of the subject capacity;
  - e. A statement that the Receiving Landowner shall obtain a building permit for each parcel of the Receiving Property within six months of the execution date of the agreement and, as to parcels for which such permits are not obtained within such time, reallocated capacity will revert to the original property.
  - f. A statement that the Granting Landowner and the Receiving Landowner shall jointly pay for all of the District's reasonable attorneys, fees, engineering fees, administrative costs

and other costs related to the reallocation;

- g. A statement that the Granting Landowner and the Receiving Landowner jointly and severally agree to indemnify the District for any and all liability, damages or costs which result from the District's approval of the reallocation of the subject capacity, including, but not limited to, failure of subsequent purchasers to receive notice of said reallocation, and claims by lienholders for devaluation of the Original Property as a result of the reallocation;
  - h. A statement that the agreement shall be recorded in the Office of the Recorder of the County of Orange;
  - i. Attached to the agreement shall be subordination agreements in recordable form executed by all encumbrances of the Original Property;
  - j. Attached to the agreement shall be maps and legal descriptions of the original Property and the Receiving Property.
4. Revocation and Issuance Of "Will-Serve Letters". Following the completion of the reallocation any and all "Will-Serve" or "Conditional Will-Serve" letters previously issued by the District with regard to the Original Property shall be considered revoked.

Prior to the issuance of any new "Will-Serve" or "Conditional Will-Serve" letters by the District, with regard to the Original Property or the Receiving Property, the appropriate Landowner shall comply with the Rules and Regulations of the District in relation to obtaining such letters.

#### 7.6.4 Future Capacity.

From time to time the District may initiate construction of

additional wastewater treatment facilities for the benefit of property within the District which is hereby designated as "future capacity." A portion or portions of such future capacity may be reserved for Developers and/or Property Owners within District upon such terms and conditions as the Board may from time to time determine to be in the best interest of the District. In such instances the Developer and/or Property Owner may enter into an agreement with the District whereby the District will issue a Will-Serve letter to assist the Developer or Property owner to process tract maps with the County or respective City design criteria as determined by locale. Said Will-Serve letter shall recite when construction of facilities for future capacity is anticipated to commence as well as the approximate date of completion of such facility.

In the event that an area outside of the District requests the District to consider the possible existence of any presently unused or surplus capacity in its facilities, the procedure hereinabove set forth including the deposit of funds to pursue any such review shall be applicable. In any such instance, the criteria and procedure for any such determination shall be as hereinabove set forth. Such determination shall be in the sole and absolute discretion of the Board. Any such possible consideration shall take into consideration the facts, circumstances and needs of the entire area within the District as opposed to merely the needs or capacities in any one or more Community Facilities Districts or Assessment Districts or other areas of the District. It is the policy of this District as an initial priority as to the use of any of its facilities to meet the present and prospective needs of the entire area within the District. The foregoing is subject to the terms and conditions of any and all applicable State and Federal statutes and existing agreements previously entered into by the District or any limitations or restrictions imposed upon or accepted by District.

## **Section 7.7     Reclaimed Water.**

- 7.7.1 Reclaimed Water Operations. All of District's reclaimed water facilities, including, but not limited to, sewer pipelines, reservoirs, manholes, pumping stations, valves, connections, treatment facilities and other appurtenances and property, shall be under the management and control of the General Manager. No other persons, except authorized employees of

District, shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the foregoing or any of the District's property without the written consent of the General Manager or an authorized representative of the General Manager. In the event that an unauthorized person(s) enters upon, inspects, operates, adjusts, changes, alters, or relocates any facilities without written consent from the General Manager or an authorized representative of the General Manager then the District reserves the right to prosecute such an unauthorized person to the fullest extent of the law.

**7.7.2 Requirement for In-Tract Reclaimed Water System.**

As the District develops it may be beneficial to provide for the use of reclaimed water both as a method of conserving water and as a method of disposing of treated effluent from the District's sewer treatment operations. The District may require as a condition for service and the approval of subdivision maps that plans and provisions be made for a reclaimed water system.

**Section 7.8 Recycled Water.**

- 7.8.1 Recycled Water Operations.** All of District's recycled water facilities, including, but not limited to, sewer pipelines, reservoirs, manholes, pumping stations, valves, connections, treatment facilities and other appurtenances and property, shall be under the management and control of the General Manager. No other persons, except authorized employees of District, shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the foregoing or any of the District's property without the written consent of the General Manager or an authorized representative of the General Manager. In the event that an unauthorized person(s) enters upon, inspects, operates, adjusts, changes, alters, or relocates any facilities without written consent from the General Manager or an authorized representative of the General Manager then the District reserves the right to prosecute such an unauthorized person to the fullest extent of the law.



**Section 7.9     Compliance with Laws, Statutes and Requirements Affecting Wastewater.**

The District and its customers shall comply with all State, Federal and Local law, statutes and requirements affecting wastewater.